

COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 27, 2025

THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY MET IN REGULAR SESSION ON THIS DATE WITH THE FOLLOWING MEMBERS PRESENT:

Present:  
Barb Lewis, President  
Jeff Benton, Vice President  
Gary Merrell, Commissioner

1  
RESOLUTION NO. 25-855

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD OCTOBER 20, 2025:

It was moved by Mr. Benton, seconded by Mr. Merrell, to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on October 20, 2025; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

Vote on Motion                      Mrs. Lewis   Aye                      Mr. Merrell   Aye                      Mr. Benton   Aye

2  
PUBLIC COMMENT

3  
RESOLUTION NO. 25-856

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 1024:

It was moved by Mr. Merrell, seconded by Mr. Benton, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR 1024 and Purchase Orders as listed below:

| <u>Vendor</u>          | <u>Description</u>               | <u>Account</u> | <u>Amount</u> |
|------------------------|----------------------------------|----------------|---------------|
| PO’ Increase           |                                  |                |               |
| P2501680 COMMISSIONERS | CSEA Indirect Cost Reimbursement | 23711630-5380  | \$15,504.00   |
| P2501680 COMMISSIONERS | CSEA Indirect Cost Reimbursement | 23711630-5335  | \$15,493.00   |
| P2502787 EMS           | EMS REFUNDS                      | 10011303-5319  | \$15,000.00   |
| P2500553 PITNEY BOWES  | MAIL SERVICES                    | 10011105-5331  | \$20,000.00   |

| PR Number | Vendor Name                                   | Line Description                   | Account         | Amount       |
|-----------|-----------------------------------------------|------------------------------------|-----------------|--------------|
| R2504721  | COMMUNITY IMPROVEMENT CORPORATION OF DELAWARE | OPERATING CONTRIBUTION TO THE CIC  | 10011102 - 5601 | \$ 70,000.00 |
| R2504731  | IMAGE TREND INC                               | ELITE ADD ON 10 05 25-10 04 26     | 10011303 - 5320 | \$ 10,859.90 |
| R2504739  | 360WATER INC                                  | 360 WATER SOFTWARE LICENSE RENEWAL | 66211900 - 5321 | \$ 11,150.00 |

Vote on Motion                      Mr. Benton   Aye                      Mrs. Lewis   Aye                      Mr. Merrell   Aye

4  
RESOLUTION NO. 25-857

IN THE MATTER OF ACCEPTING AND APPROVING THE DELAWARE COUNTY SHERIFF’S OFFICE TRANSPORT REPORTS:

It was moved by Mr. Benton, seconded by Mr. Merrell, to approve the following:

WHEREAS, section 325.07 of the Revised Code requires the County Sheriff to submit monthly expense reports to the Board of County Commissioners; and

WHEREAS, the Delaware County Sheriff’s office inadvertently overlooked submitting the reports to the Board of County Commissioners sometime after Delaware County Commissioners’ Resolution No. 23-555 (in

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the matter of accepting and approving the Delaware County Sheriff’s Office Transport Report for the month of April 2023); and

WHEREAS, the Delaware County Sheriff has submitted a combined report for year 2023, a combined report for year 2024, and monthly reports for January 2025, April 2025, May 2025, June 2025, and September 2025;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio:

Section 1. The Board hereby accepts and approves the Delaware County Sheriff’s Office Transport Reports for year 2023, a combined report for year 2024, and monthly reports for January 2025, April 2025, May 2025, June 2025, and September 2025.

Section 2. The Board hereby allows the expenses contained in the monthly reports.

(Copies available for review at the Commissioners’ Office until no longer of administrative value.)

Vote on Motion                      Mr. Merrell   Aye                      Mr. Benton   Aye                      Mrs. Lewis   Aye

5  
RESOLUTION NO. 25-858

**IN THE MATTER OF GRANTING THE ANNEXATION PETITION, FILED BY JEFFREY W. SHARP, ESQ., AGENT FOR THE PETITIONER, THE VILLAGE OF GALENA, REQUESTING ANNEXATION OF 2.537 ACRES OF LAND IN BERKSHIRE TOWNSHIP TO THE VILLAGE OF GALENA:**

It was moved by Mr. Merrell, seconded by Mr. Benton, to address the following:

WHEREAS, on October 15, 2025, the Clerk to the Delaware County Board of Commissioners (the “Board”) received an annexation petition, filed by Jeffrey W. Sharp Esq., agent for the petitioner, the Village of Galena, requesting annexation of 2.537 acres, more or less, in Berkshire Township to the Village of Galena; and

WHEREAS, pursuant to section 709.16(B) of the Revised Code, if the only territory to be annexed is contiguous territory owned by a municipal corporation, the board of county commissioners, by resolution, shall grant the annexation; and

WHEREAS, the only territory to be annexed is contiguous territory owned by the Village of Galena; and

WHEREAS, pursuant to section 709.16(E) of the Revised Code, the board of county commissioners shall act upon a petition for annexation filed under this section within thirty days after receipt of the petition;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio:

Section 1. The Board hereby grants the petition requesting annexation of 2.537 acres, more or less, in Berkshire Township to the Village of Galena, as petitioned by Jeffrey W. Sharp, Esq., agent for the petitioner, the Village of Galena.

Section 2. The Board hereby directs the Clerk of the Board to cause delivery of a certified copy of this Resolution upon the Village of Galena; Jeffrey W. Sharp, Esq., agent for the petitioner; the Delaware County Auditor, and the Ohio Secretary of State.

Section 3. The Board further directs the Clerk of the Board to record a certified copy of this Resolution, together with a copy of the petition, in the Office of the Delaware County Recorder.

Vote on Motion                      Mrs. Lewis   Aye                      Mr. Merrell   Aye                      Mr. Benton   Aye

6  
RESOLUTION NO. 25-859

**SETTING DATE AND TIME FOR A PUBLIC HEARING WITH RESPECT TO THE PROPOSED ISSUANCE BY FRANKLIN COUNTY OF ITS REVENUE BONDS PURSUANT TO CHAPTER 140, OHIO REVISED CODE, TO FINANCE AND REFINANCE HOSPITAL FACILITIES FOR THE BENEFIT OF NATIONWIDE CHILDREN’S HOSPITAL LOCATED IN FRANKLIN COUNTY AND DELAWARE COUNTY:**

It was moved by Mr. Benton, seconded by Mr. Merrell, to approve the following:

**NOTICE OF PUBLIC HEARING**  
**HOSPITAL REFUNDING AND IMPROVEMENT AND VARIABLE RATE DEMAND HOSPITAL**  
**REVENUE BONDS**

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Notice is hereby given that on Monday, November 3, 2025, commencing at 9:45a.m., a public hearing will be held by the Board of Commissioners of Delaware County, Ohio in the Commissioners’ Hearing Room, Second Floor of the Historic Courthouse, 91 North Sandusky Street, Delaware, Ohio, with respect to the proposed issuance by the County of Franklin, Ohio (the “Issuer”) of its (i) Hospital Refunding and Improvement Revenue Bonds, Series 2025A (Nationwide Children’s Hospital) and (ii) Variable Rate Demand Hospital Improvement Revenue Bonds, Series 2025B (Nationwide Children’s Hospital) (together, the “Bonds”), in one or more series, in connection with a plan of finance, and in a principal amount currently estimated not to exceed \$500,000,000 in aggregate pursuant to Chapter 140 of the Ohio Revised Code (the “Code”).

The proceeds of the Bonds will be made available to Nationwide Children’s Hospital, an Ohio nonprofit corporation (the “Hospital”), and will be used for (i) financing a portion of the acquisition, construction, equipping and installation of approximately \$350,000,000 of improvements to certain hospital facilities of the Hospital, including but not limited to a new patient tower, parking garage, energy plant, site utilities and loading dock expansion, all to be located on the main campus of the Hospital located at 700 Children’s Drive, Columbus, Ohio (collectively, the “2025 Project”), (ii) refunding on a current basis all or a portion of the Issuer’s (A) \$44,155,000 Adjustable Rate Hospital Facilities Revenue Refunding Bonds, Series 2013A (Nationwide Children’s Hospital) (the “Series 2013A Bonds”) dated June 4, 2013, (B) \$22,830,000 Adjustable Rate Hospital Facilities Revenue Refunding Bonds, Series 2013B (Nationwide Children’s Hospital) (the “Series 2013B Bonds” and, together with the Series 2013A Bonds, the “Series 2013 Bonds”) dated June 4, 2013, and (C) \$67,955,000 Hospital Facilities Revenue Refunding Bonds, Series 2022C (Nationwide Children’s Hospital) (the “Series 2022C Bonds” and together with the Series 2013 Bonds, the “Prior Bonds”); and (iii) paying certain costs of issuance of the Bonds. The projects financed and refinanced by the Prior Bonds consist of construction, additions, improvements and equipping of health care facilities located at 700 Children’s Drive, Columbus, Ohio, 6435 East Broad Street, Columbus, Ohio, 5675 Venture Drive, Dublin, Ohio, and 433 N Cleveland Ave, Westerville, Ohio (collectively, the “Prior Projects”). The 2025 Project will be owned by the Hospital and the Prior Projects are owned by the Hospital and will be used by the Hospital in an integrated operation for the delivery of healthcare, education, scientific research and administrative activities supporting those activities on several campuses.

The public hearing is intended to comply with the public approval requirements of Section 147(f) of the Code. THE BONDS SHALL NOT REPRESENT OR CONSTITUTE A DEBT OR PLEDGE OF THE FAITH AND CREDIT OR THE TAXING POWER OF THE ISSUER, THE COUNTY OF DELAWARE, OHIO, THE STATE OF OHIO, OR ANY POLITICAL SUBDIVISION OF THE STATE OF OHIO. Interested persons are invited to attend this public hearing and will be given an opportunity to express their views concerning the facilities and the proposed issuance of the Bonds. Any written submissions should be sent to the attention of Jennifer Walraven, Clerk of the Delaware County Board of Commissioners, 91 North Sandusky Street, Delaware, Ohio 43015, and clearly marked “RE: Nationwide Children’s Hospital 2025 Bonds TEFRA Hearing” and must be received on or before the date and time of the hearing. Should any attendee require auxiliary aids due to disability or non-English languages, please contact the Clerk at (740) 833-2100 or [jmwalraven@co.delaware.oh.us](mailto:jmwalraven@co.delaware.oh.us) no later than 5:00 PM on October 30, 2025, to ensure needs will be accommodated.

Vote on Motion                      Mr. Benton   Aye                      Mrs. Lewis   Aye                      Mr. Merrell   Aye

7  
**ANDY VOLENIK, EXECUTIVE DIRECTOR DELAWARE COUNTY TRANSIT BOARD  
RECOGNIZING AND HONORING FERZAN AHMED**

**OTHER BUSINESS  
RESOLUTION NO. 25-860**

**IN THE MATTER OF APPROVING THE DELAWARE COUNTY BOARD OF COMMISSIONERS  
LETTER OF SUPPORT FOR OUR ELECTED OFFICIALS IN THE FEDERAL GOVERNMENT AS  
THEY WORK TO PURSUE THE END OF THE ONGOING FEDERAL GOVERNMENT  
SHUTDOWN:**

It was moved by Mr. Merrell, seconded by Mr. Benton, to approve the following:

**To:      Our Elected Federal Government Officials**  
  
**From:   The Delaware County Board of Commissioners**  
  
**Date:    October 27, 2025**  
  
**Re:      The Impact of the Federal Government Shutdown on Delaware County**

We, the Delaware County Board of Commissioners, are writing to express our support for our elected officials in the federal government as they work to pursue the end of the ongoing federal government shutdown. To that end, we would like to provide information about how the shutdown has affected and will continue to affect our constituents.

In the month of September, 3,178 Delaware County households representing 3,694 adults and 2,643 children received Supplemental Nutrition Assistance Program (SNAP) benefits totaling \$1,202,332. Our Department of Job and Family Services has been advised by the State of Ohio that these households may not receive November SNAP benefits as normally scheduled if the federal government shutdown continues past Nov. 1,

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2025.

We are further advised by our Veterans Services Office that, while active-duty military personnel were last paid as scheduled on Oct. 15, it is not yet known if they will be paid again. We do know that reserve military personnel are currently not being paid or summoned for duty. It is the same situation for military civilian employees who live in the county. Healthcare benefits for certain reservists also are unavailable, which will have an impact on many families.

We urge our elected officials to continue their hard work, mindful that this crisis has a ripple effect throughout national, state and local economic ecosystems. Our constituents rely on all elected officials to represent them and their best interests. We remain hopeful that solutions can be found soon.

|                                             |                                            |                                              |
|---------------------------------------------|--------------------------------------------|----------------------------------------------|
| Jeff Benton<br>Delaware County Commissioner | Barb Lewis<br>Delaware County Commissioner | Gary Merrell<br>Delaware County Commissioner |
|---------------------------------------------|--------------------------------------------|----------------------------------------------|

|                |                |                 |                |
|----------------|----------------|-----------------|----------------|
| Vote on Motion | Mrs. Lewis Aye | Mr. Merrell Aye | Mr. Benton Aye |
|----------------|----------------|-----------------|----------------|

8  
RESOLUTION NO. 25-861

IN THE MATTER OF RE-APPOINTING A MEMBER TO THE DELAWARE COUNTY BOARD OF BUILDING APPEALS:

It was moved by Mr. Benton, seconded by Mr. Merrell, to approve the following:

WHEREAS, the Delaware County Board of Commissioners (the “Board of Commissioners”) established the Delaware County Board of Building Appeals (the “BBA”), pursuant to section 307.381 of the Revised Code; and

WHEREAS, pursuant to section 307.381 of the Revised Code and DC 501 of the Building Code of Delaware County, the Board of Commissioners is responsible for making appointments to the BBA to fill vacancies in both unexpired and expired terms; and

WHEREAS, the term of James Barnett (BBA-5) will expire on December 31, 2025, and Mr. Barnett has expressed a desire to be re-appointed to the BBA-5 seat; and

WHEREAS, on June 20, 2013, the Board of Commissioners adopted Resolution No. 13-645, adopting a policy for the appointment of members to boards and commissions (the “Policy”), which requires posting of all available positions for at least fourteen (14) days and permits the Board of Commissioners to conduct interviews of any applicants; and

WHEREAS, the Board of Commissioners desires to approve an exception to the Policy in order to re-appoint a member to the BBA;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio:

Section 1. The Board of Commissioners hereby approves an exception to the Policy for the re-appointment made herein by choosing to waive the requirement for posting the position and to proceed directly to re-appointment.  
Section 2. The Board of Commissioners hereby approves the re-appointment of the following member to the BBA for the term specified herein:

| Position | Appointee     | Term Ends         |
|----------|---------------|-------------------|
| BBA-5    | James Barnett | December 31, 2030 |

Section 3. The appointment approved herein shall take effect on January 1, 2026.

|                |                 |                |                |
|----------------|-----------------|----------------|----------------|
| Vote on Motion | Mr. Merrell Aye | Mr. Benton Aye | Mrs. Lewis Aye |
|----------------|-----------------|----------------|----------------|

9  
RESOLUTION NO. 25-862

IN THE MATTER OF RE-APPOINTING MEMBERS TO THE BERLIN MEADOWS NEW COMMUNITY AUTHORITY BOARD OF TRUSTEES:

It was moved by Mr. Merrell, seconded by Mr. Benton, to approve the following:

WHEREAS, on December 28, 2020, the Board adopted Resolution No. 20-1187, establishing the Berlin Meadows New Community Authority; and

WHEREAS, the terms of Dawn Huston and Rob Riley on the Berlin Meadows New Community Authority will expire December 27, 2025, and both members desire to be re-appointed; and

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WHEREAS, on June 20, 2013, the Board adopted Resolution No. 13-645, adopting a policy for the appointment of members to boards and commissions (the “Policy”) which requires posting of all available positions for at least fourteen (14) days and permits the Board to conduct interviews of any applicants; and

WHEREAS, the Board desires to approve an exception to the Policy in order to re-appoint current members of the Berlin Meadows New Community Authority Board of Trustees;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio:

Section 1. The Board hereby approves an exception to the Policy for the re-appointments made herein by choosing to waive the requirement for posting the positions and to proceed directly to appointment.

Section 2. The Board hereby approves the re-appointments of the following members to the Berlin Meadows New Community Authority Board of Trustees for the terms specified herein:

| Position       | Appointee   | Term Ends         |
|----------------|-------------|-------------------|
| Citizen Member | Dawn Huston | December 27, 2027 |
| Citizen Member | Rob Riley   | December 27, 2027 |

Section 3. The re-appointments approved herein shall take effect on December 28, 2025.

Section 4. The Clerk of the Board of Commissioners is hereby directed to certify a copy of this Resolution to the statutory developer for the Berlin Meadows New Community Authority.

Vote on Motion                Mrs. Lewis   Aye                Mr. Merrell   Aye                Mr. Benton   Aye

10  
RESOLUTION NO. 25-863

IN THE MATTER OF RE-APPOINTING A MEMBER TO THE DELAWARE COUNTY BOARD OF ZONING APPEALS:

It was moved by Mr. Benton, seconded by Mr. Merrell, to approve the following:

WHEREAS, the Delaware County Board of Commissioners (the “Board of Commissioners”) created the Delaware County Board of Zoning Appeals (the “BZA”) and is responsible for making appointments thereto, pursuant to section 303.13 of the Revised Code; and

WHEREAS, as necessary, the Board of Commissioners shall make appointments to the BZA to fill vacancies in both unexpired and expired terms; and

WHEREAS, the term of Teresa Watkins (BZA-5) will expire on December 31, 2025, and Ms. Watkins has expressed a desire to be re-appointed to the BZA-5 seat; and

WHEREAS, on June 20, 2013, the Board of Commissioners adopted Resolution No. 13-645, adopting a policy for the appointment of members to boards and commissions (the “Policy”), which requires posting of all available positions for at least fourteen (14) days and permits the Board of Commissioners to conduct interviews of any applicants; and

WHEREAS, the Board of Commissioners desires to approve an exception to the Policy in order to re-appoint a member to the BZA;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio:

Section 1. The Board of Commissioners hereby approves an exception to the Policy for the re-appointment made herein by choosing to waive the requirement for posting the position and to proceed directly to re-appointment.

Section 2. The Board of Commissioners hereby approves the re-appointment of the following member to the BZA for the term specified herein:

| Position | Appointee      | Term Ends         |
|----------|----------------|-------------------|
| BZA-5    | Teresa Watkins | December 31, 2030 |

Section 3. The appointment approved in this Resolution shall take effect on January 1, 2026.

Vote on Motion                Mr. Benton   Aye                Mrs. Lewis   Aye                Mr. Merrell   Aye

11  
RESOLUTION NO. 25-864

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IN THE MATTER OF RE-APPOINTING MEMBERS TO THE LIBERTY GRAND NEW  
COMMUNITY AUTHORITY BOARD OF TRUSTEES:

It was moved by Mr. Merrell, seconded by Mr. Benton, to approve the following:

WHEREAS, on December 28, 2020, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 20-1188, establishing the Liberty Grand New Community Authority; and

WHEREAS, the terms of Justin Nahvi and Rob Riley on the Liberty Grand New Community Authority will expire December 27, 2025, and both members desire to be re-appointed; and

WHEREAS, on June 20, 2013, the Board adopted Resolution No. 13-645, adopting a policy for the appointment of members to boards and commissions (the “Policy”) which requires posting of all available positions for at least fourteen (14) days and permits the Board to conduct interviews of any applicants; and

WHEREAS, the Board desires to approve an exception to the Policy in order to re-appoint current members of the Liberty Grand New Community Authority Board of Trustees;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio:

Section 1. The Board hereby approves an exception to the Policy for the re-appointments made herein by choosing to waive the requirement for posting the positions and to proceed directly to appointment.

Section 2. The Board hereby approves the re-appointments of the following members to the Liberty Grand New Community Authority Board of Trustees for the terms specified herein:

| Position       | Appointee    | Term Ends         |
|----------------|--------------|-------------------|
| Citizen Member | Justin Nahvi | December 27, 2027 |
| Citizen Member | Rob Riley    | December 27, 2027 |

Section 3. The re-appointments approved herein shall take effect on December 28, 2025.

Section 4. The Clerk of the Board of Commissioners is hereby directed to certify a copy of this Resolution to the statutory developer for the Liberty Grand New Community Authority.

Vote on Motion                      Mr. Merrell   Aye                      Mr. Benton   Aye                      Mrs. Lewis   Aye

12  
RESOLUTION NO. 25-865

IN THE MATTER OF APPOINTING A REPRESENTATIVE TO THE OHIO CHILDREN’S TRUST  
FUND CENTRAL OHIO CHILD ABUSE AND CHILD NEGLECT REGIONAL PREVENTION  
COUNCIL:

It was moved by Mr. Merrell, seconded by Mr. Benton, to approve the following:

WHEREAS, pursuant to section 3109.172 (C)(1) of the Ohio Revised Code, the Delaware County Board of Commissioners (the “Board”) may appoint up to two (2) county prevention specialists to the Ohio Children’s Trust Fund Central Ohio Child Abuse and Child Neglect Regional Prevention Council (the “Regional Prevention Council”); and

WHEREAS, the term for one (1) of the Board’s appointments to the Regional Prevention Council will expire December 18, 2025; and

WHEREAS, on June 20, 2013, the Board adopted Resolution No. 13-645, adopting a policy for the appointment of members to boards and commissions (the “Policy”), which requires posting of all available positions for at least fourteen (14) days and permits the Board to conduct interviews of any applicants; and

WHEREAS, the Board desires to approve an exception to the Policy in order to appoint a member of the Regional Prevention Council;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio, that:

Section 1. The Board hereby approves an exception to the Policy for the appointment made herein by choosing to waive the requirement for posting the position and to proceed directly to appointment.

Section 2. The Board hereby approves the appointment of the following member, recommended by the Delaware County Family and Children First Council, to the Ohio Children’s Trust Fund Central Ohio Child Abuse and Child Neglect Regional Prevention Council for the term expected to commence on December 18, 2025, and to terminate on December 18, 2027:

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Megan Teague  
Family and Children First Council Team Lead  
Delaware County FCFC  
145 N Union St., Delaware, OH 43015  
740-833-2353  
megan.teague@jfs.ohio.gov

Section 3. In accordance with OAC 5180:5-1-03(C), the Clerk is directed to submit a copy of this Resolution to the Ohio Children’s Trust Fund for confirmation of the appointment.

Section 4. The appointment approved herein shall be effective upon written confirmation by the Ohio Children’s Trust Fund and shall be for the period specified in the appointment confirmation.

Vote on Motion                      Mrs. Lewis   Aye                      Mr. Merrell   Aye                      Mr. Benton   Aye

13  
RESOLUTION NO. 25-866

IN THE MATTER OF RE-APPOINTING A MEMBER TO THE DELAWARE COUNTY RURAL ZONING COMMISSION:

It was moved by Mr. Merrell, seconded by Mr. Benton, to approve the following:

WHEREAS, the Delaware County Board of Commissioners (the “Board of Commissioners”) created the Delaware County Rural Zoning Commission (the “RZC”), pursuant to section 303.04 of the Revised Code; and

WHEREAS, as necessary, the Board of Commissioners shall make appointments to the RZC to fill vacancies in both unexpired and expired terms; and

WHEREAS, the term of Brenda Manley (RZC-5) will expire on December 31, 2025, and Ms. Manley has expressed a desire to be re-appointed to the RZC-5 seat; and

WHEREAS, on June 20, 2013, the Board of Commissioners adopted Resolution No. 13-645, adopting a policy for the appointment of members to boards and commissions (the “Policy”), which requires posting of all available positions for at least fourteen (14) days and permits the Board of Commissioners to conduct interviews of any applicants; and

WHEREAS, the Board of Commissioners desires to approve an exception to the Policy in order to re-appoint a member to the RZC;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio:

Section 1. The Board of Commissioners hereby approves an exception to the Policy for the re-appointment made herein by choosing to waive the requirement for posting the position and to proceed directly to re-appointment.

Section 2. The Board of Commissioners hereby approves the re-appointment of the following member to the RZC for the term specified herein:

| Position | Appointee     | Term Ends         |
|----------|---------------|-------------------|
| RZC-5    | Brenda Manley | December 31, 2030 |

Section 3. The appointment approved herein shall take effect on January 1, 2026.

Vote on Motion                      Mr. Benton   Aye                      Mrs. Lewis   Aye                      Mr. Merrell   Aye

14  
RESOLUTION NO. 25-867

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION FOR VETERANS SERVICES:

It was moved by Mr. Benton, seconded by Mr. Merrell, to approve the following:

| Transfer of Appropriation          |                                               |           |
|------------------------------------|-----------------------------------------------|-----------|
| From:                              | To:                                           |           |
| 10062601-5101                      | 10062601-5001                                 | 25,000.00 |
| Veterans Services/Health Insurance | Veterans Services/Compensation                |           |
| 10062601-5101                      | 10062601-5228                                 | 30,000.00 |
| Veterans Services/Health Insurance | Veterans Services/Maintenance & Repair Supply |           |

Vote on Motion                      Mr. Merrell   Aye                      Mr. Benton   Aye                      Mrs. Lewis   Aye

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RESOLUTION NO. 25-868

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS:

It was moved by Mr. Merrell, seconded by Mr. Benton, to approve the following:

| Supplemental Appropriations |                                    |           |
|-----------------------------|------------------------------------|-----------|
| 78011118-5319               | Estate Trust/Reimbursement/Refunds | 22,726.46 |

Vote on Motion                      Mrs. Lewis   Aye                      Mr. Merrell   Aye                      Mr. Benton   Aye

16  
RESOLUTION NO. 25-869

IN THE MATTER OF APPROVING A TRANSFER OF FUNDS AND SUPPLEMENTAL APPROPRIATIONS FOR JOB AND FAMILY SERVICES:

It was moved by Mr. Benton, seconded by Mr. Merrell, to approve the following:

|                                    |                                    |              |
|------------------------------------|------------------------------------|--------------|
| <b>Supplemental Appropriations</b> |                                    |              |
| 22311611-5801                      | Workforce Investment Act/Transfers | \$37,030.96  |
| 22511607-5801                      | Children Services Fund/Transfers   | \$388,609.42 |

| <b>Transfer of Funds</b>           |                                          |              |
|------------------------------------|------------------------------------------|--------------|
| <b>From</b>                        | <b>To</b>                                |              |
| 22511607-5801                      | 22411604-4601                            | \$477,490.07 |
| Children Services Fund/Transfers   | JFS Child Protection/Interfund Revenues  |              |
|                                    |                                          |              |
| 22311611-5801                      | 22411601-4601                            | \$91,487.67  |
| Workforce Investment Act/Transfers | JFS Income Maintenance/Interfund Revenue |              |

Vote on Motion                      Mr. Benton   Aye                      Mrs. Lewis   Aye                      Mr. Merrell   Aye

17  
RESOLUTION NO. 25-870

IN THE MATTER OF APPROVING THE FIRST AMENDMENT TO THE CONTRACT FOR REAL ESTATE PROPERTY TAX BILL PRINTING, PROCESSING, HANDLING AND MAILING WITH SMARTBILL LTD., FOR COLLECTIONS FOR THE TREASURER’S OFFICE:

It was moved by Mr. Merrell, seconded by Mr. Benton, to approve the following:

WHEREAS, the County Treasurer and staff recommend approval of the first amendment to the contract with SmartBill Ltd. for Collections for the Treasurer’s Office;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio hereby approves the following first amendment to the contract with SmartBill Ltd.:

FIRST AMENDMENT TO CONTRACT FOR REAL ESTATE PROPERTY TAX BILL PRINTING, PROCESSING, HANDLING AND MAILING

This First Amendment to the Contract for Real Estate Property Tax Bill Printing, Processing, Handling and Mailing (“First Amendment”) is entered into this October 27, 2025 by and between the Board of Commissioners, Delaware County, Ohio (“Board”), whose principal place of business is located at 91 N. Sandusky St., Delaware, OH 43015, on behalf of the Treasurer of Delaware County, Ohio (“Treasurer”), whose principal place of business is located 145 N. Union St., 1<sup>st</sup> Floor, Delaware, OH 43015 (Board and Treasurer collectively “County”), the State of Ohio Tax Commissioner, whose principal place of business is located at the Ohio Department of Taxation, 4485 Northland Ridge Blvd., Columbus, OH 43229, and SmartBill Ltd. (“Contractor”), whose principal place of business is located at 1050 O’Neill Dr., Hebron, OH 43025 (Individually “Party,” collectively “Parties”).

WHEREAS, the Parties, pursuant to a Request for Bids (“RFB”), entered into a Contract for Real Estate Property Tax Bill Printing, Processing, Handling and Mailing dated April 20, 2023 (“Contract”); and,

WHEREAS, the Contract continues through and expires December 31, 2025; and,

WHEREAS, in accordance with Sec. 5 of the Contract, the Contract may be renewed subject to the same terms and conditions as provided in the Contract and upon any such terms and conditions as may be specifically agreed upon, added and/or amended in writing by the Parties; and,

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WHEREAS, pursuant to Sec. 5 of the Contract, any renewal agreements shall become a binding part of the Contract; and,

WHEREAS, this First Amendment is a renewal agreement and, per Sec. 5 of the Contract, is a part of the Contract; and,

WHEREAS, the Parties now desire to renew and amend the Contract.

NOW THEREFORE, the Parties agree to renew and amend the Contract as follows:

- 1. DEFINITIONS.** Unless otherwise defined in this First Amendment or the Contract, capitalized words and phrases shall have the same meanings assigned to them by the RFB.
- 2. RENEWAL.** The Contract is renewed for one (1) year subject to the same terms and conditions provided in the Contract and those contained in this First Amendment. Such renewal shall begin on January 1, 2026, expiration of the Contract, and continue through December 31, 2026 (“Renewal Term”).
- 3. SCOPE OF SERVICES.** Services shall be provided for the Renewal Term in accordance with the Contract.
- 4. PAYMENTS.** In exchange for Services provided during the Renewal Term, the County shall pay the Contractor by real estate tax billing cycle at the “New Pricing” rates for color front/black back set forth on attached “Exhibit A,” up to \$18,000.00 total for the Renewal Term. Invoicing and payments shall be made in accordance with the Contract.
- 5. FIRST AMENDMENT MAXIMUM.** The Contractor agrees to accept as full payment for the Services provided pursuant to this First Amendment, all rendered in a manner satisfactory to the Treasurer, the lesser of the following: (1) the maximum amount of \$18,000.00 or (2) the total dollar amount of the actual Services provided by the Contractor to the Treasurer. It is expressly understood and agreed that in no event shall the total amount to be paid to the Contractor for Services under this First Amendment exceed the maximum of \$18,000.00.
- 6. AMENDMENT TO SEC. 7(B) OF THE CONTRACT.** The following phrase in Sec. 7(B) of the Contract is deleted in its entirety and shall have no effect retroactively or prospectively: “, multiplied times the number of pieces for which Services are provided.” The remainder of Sec. 7(B) remains the same, unchanged, and in full force and effect.
- 7. TREASURER’S NAME.** Throughout the Contract, the name of the former Treasurer “Donald E. Rankey, Jr.” and all variations of that name are replaced with the name of the current Treasurer “Ken O’Brien.”
- 8. CERTIFICATION REGARDING FINDINGS FOR RECOVERY.** The Contractor, by signature of its authorized representative below, hereby certifies that it is not subject to any current unresolved findings for recovery pending with or issued by the Ohio Auditor of State.

\_\_\_\_\_  
Robin W. Hess  
President, SmartBill Ltd.

\_\_\_\_\_  
Date
- 9. INCORPORATION OF EXHIBIT.** By this Reference, “Exhibit A” to this First amendment is incorporated into and made a part of this First Amendment as if restated here.
- 10. SIGNATURES.** Any person executing this First Amendment in a representative capacity hereby warrants that they have authority to sign this First Amendment or have been duly authorized by their principal to sign this First Amendment on such principal’s behalf and are authorized to bind such principal.
- 11. CONFLICTS.** In the event of a conflict between the terms of the Contract and this First Amendment, the terms of this First Amendment shall prevail.
- 12. OTHER TERMS OF CONTRACT UNCHANGED.** All terms and conditions of the Contract not changed by this First Amendment remain the same, unchanged, and in full force and effect.

Vote on Motion                      Mr. Merrell   Aye                      Mr. Benton   Aye                      Mrs. Lewis   Aye

18  
RESOLUTION NO. 25-871

IN THE MATTER OF THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY,  
SELECTING REPRODUCTION COVERAGE THROUGH CORSA FOR THE HISTORIC  
COURTHOUSE AND CARNEGIE LIBRARY AND REPLACEMEMNT COVERAGE FOR THE  
CHAMBERS ROAD COVERED BRIDGE:

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It was moved by Mr. Benton, seconded by Mr. Merrell, to approve the following:

WHEREAS, the Deputy County Administrator recommends selecting reproduction coverage through CORSA for the Historic Courthouse and Carnegie Library;

WHEREAS, the Deputy County Administrator recommends selecting replacement coverage through CORSA for the Chambers Road covered bridge;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves selecting reproduction coverage through CORSA for the Historic Courthouse and Carnegie Library, approves selecting replacement coverage through CORSA for the Chambers Road covered bridge, and approves the following to make such election:

CORSA  
Property Valuation Selection  
Board of Commissioners of Delaware County

**Replacement Cost**-Cost to repair, rebuild, or replace with new materials of like size, kind, and quality.

**Reproduction Cost**-Cost to repair, rebuild, or replace with material of like kind and quality compatible to those originally used, including the cost of skilled labor and/or authentic materials necessary to restore the property as nearly as possible to its original condition.

We, the Board of Commissioners of Delaware County, do hereby elect the valuation method chosen below with respect to CORSA coverage for the following buildings:

| Building            | Reproduction Cost | Premium    |
|---------------------|-------------------|------------|
| Historic Courthouse | \$30,371,300.00   | \$3,933.00 |
| Carnegie Library    | \$17,343,000.00   | \$1,822.00 |

  

| Building                       | Replacement Cost | Premium  |
|--------------------------------|------------------|----------|
| Chambers Rd.<br>Covered Bridge | \$996,800.00     | \$170.00 |

Please return to Sherry Barbosky ([sbarbosky@ccao.org](mailto:sbarbosky@ccao.org); Fax 614-220-7988)

All buildings currently on Reproduction shall be covered at Reproduction unless indicated otherwise.  
All other buildings shall be covered at Replacement Cost value until CORSA receives written notice that the buildings are to be valued at Reproduction Cost value.

Vote on Motion                      Mrs. Lewis   Aye                      Mr. Merrell   Aye                      Mr. Benton   Aye

19  
RESOLUTION NO. 25-872

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS:

It was moved by Mr. Merrell, seconded by Mr. Benton, to approve the following:

| Supplemental Appropriations: |                                                |            |
|------------------------------|------------------------------------------------|------------|
| 10011102-5301                | Commissioners General/Contracted Prof Services | 30,000.00  |
| 10011102-5390                | Commissioners General/Sales Tax Admin Fee      | 88,000.00  |
| 10011102-5601                | Commissioners General/Grants in Aid            | 70,000.00  |
| 10022202-5001                | Adult Court Services/Compensation              | 76,000.00  |
| 10022202-5101                | Adult Court Services/Health Insurance          | 108,000.00 |

Vote on Motion                      Mr. Benton   Aye                      Mrs. Lewis   Aye                      Mr. Merrell   Aye

20  
RESOLUTION NO. 25-873

IN THE MATTER OF APPROVING A PRODUCTION AGREEMENT WITH SMARTBILL LTD. FOR QUARTERLY PRINTING, MAILING AND PROVIDING DIGITAL IMAGES OF SEWER BILLS:

It was moved by Mr. Merrell, seconded by Mr. Benton, to approve the following:

WHEREAS, the Sanitary Engineer recommends approval of an agreement with SmartBill Ltd. for Quarterly Printing, Mailing and Providing Digital Images of Sewer Bills;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio hereby approves the following agreement with SmartBill Ltd.:

PRODUCTION AGREEMENT

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This Production Agreement ("**Agreement**") is made and entered into this 1st day of November 2025 ("**Effective Date**"), by and between SMARTBILL, LTD., an Ohio corporation ("**SmartBill**"), and Delaware County Board of Commissioners ("**Client**", and collectively with SmartBill, Ltd., "**Parties**"; Client and SmartBill may each be generically referred to as a "**Party**"). In consideration of the mutual promises and covenants contained below, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

**Section 1. Scope of Production Agreement.** SmartBill agrees to provide to Client the "**Services**" set forth in Schedule 1 attached hereto and incorporated herein by this reference, and Client agrees that SmartBill shall be Client's sole and exclusive provider of goods and/or services of the type or nature of the Services during the Term (as defined below). During the Term, Client agrees to furnish all data and documentation requested by SmartBill to perform the Services. Client requires and shall purchase, and SmartBill agrees to produce a minimum quarterly quantity of twenty-one thousand (21,000) statements ("**Minimum Commitment**") based upon the rates and terms provided herein. In the event that Client does not fulfill the Minimum Commitment for a given quarter, Client shall pay to SmartBill a "**Minimum Processing Fee**" equal to the product of (i) the difference between the Minimum Commitment and the actual number of statements ordered by Client for the relevant quarter, multiplied by (ii) the effective per statement rate.

**Section 2. Fees.** Client agrees to pay SmartBill fees for the Services as set forth in Schedule 2 attached hereto and incorporated herein by this reference ("**Fees**", which Fees are subject to adjustment as set forth below). SmartBill will invoice Client for the Services provided each quarter on or before the 15<sup>th</sup> day of the subsequent month, provided that SmartBill may immediately provide the invoice following the conclusion of each quarter ("**Invoice**"). Invoices are due upon receipt and will be considered past due if not paid in full within thirty (30) days of receipt. A late fee will be assessed on Invoices not paid within thirty (30) days of receipt as set forth in Section 3 below ("**Late Fee**"). SmartBill will not increase the Fees for a period of twelve (12) months from the Effective Date ("**Initial Pricing Period**"). SmartBill may increase the Fees following the Initial Pricing Period at the discretion of SmartBill upon written notice to Client, provided that (i) SmartBill may increase the Fees no more than one (1) time during any twelve (12) month period following the Initial Pricing Period (each such twelve (12) month period, a "**Pricing Period**") and (ii) SmartBill may not, during any Pricing Period, increase the Fees by more than ten percent (10%) of the Fees in effect during the preceding Pricing Period. The fees contained in this agreement shall not exceed \$25,000 in the one-year term if total scope of contract remains the same. In the event that Client terminates this Agreement as permitted herein by providing a termination notification, then Client will be responsible for paying for all Fees accrued and Services rendered between the termination notice date and the termination effective date.

**Section 3. Late Payment Fees.** The Late Fee will equal one and one-half percent (1.5%) each thirty (30) days on the amounts due under the relevant unpaid Invoices, accruing as follows: (i) one and one-half percent (1.5%) of the entire unpaid Invoice amount shall accrue immediately following the thirtieth (30<sup>th</sup>) day after receipt of such Invoice; and (ii) following the 30<sup>th</sup> day after receipt of the unpaid Invoice, daily at the corresponding rate of one thirtieth (1/30) of one and one-half percent (1.5%) or five hundredths of one percent (0.05%).

**Section 4. Term.** The term of this Agreement shall commence on the Effective Date and continue for a period of two (2) years. The term of this Agreement shall commence on the Effective Date of November 1, 2025 and continue thru October 31, 2027 ("**Term**"); provided, however that this Agreement may be terminated in accordance with certain other provisions set forth in this Agreement.

**Section 5. Postage.** Client shall deposit a permanent postage deposit with SmartBill in the amount specified on Schedule 3 ("**Postage Deposit**") no later than ten (10) days after the Effective Date. SmartBill may, in its sole discretion, adjust the Postage Deposit amount due to changes in Client's volume, postage usage, postal rates or payment history, or any other reason deemed appropriate by SmartBill, so long as Client is provided advance written notice of such adjustment. Upon termination of this Agreement, SmartBill shall return the Postage Deposit to Client after Client has paid for all Services and postage provided to or on the behalf of Client in performance of the Services. If this Agreement is terminated due to a default by Client, upon such a termination SmartBill may apply any of the Postage Deposit or any other Client's funds that SmartBill holds against any sums that Client owes SmartBill. **IF CLIENT FAILS TO MAINTAIN THE DEPOSIT AT THE REQUIRED LEVELS, OR IF CLIENT FAILS TO TIMELY PAY ALL INVOICES AS SPECIFIED IN SECTION 2, SMARTBILL MAY IMMEDIATELY SUSPEND ITS PERFORMANCE OF ALL ITS DUTIES, SERVICES, AND OBLIGATIONS UNDER THIS AGREEMENT UNTIL THE DEPOSIT IS PROPERLY PAID AND MAINTAINED AND ALL OUTSTANDING INVOICES ARE PAID.**

**Section 6. Expenses.** Client will reimburse SmartBill for all costs and expenses associated with the performance of Services for Client, such as costs and expenses associated with, freight, delivery service and other required supplies in connection with providing the Services ("**Expenses**").

**Section 7. Termination.** Upon breach or default with respect to any term contained herein by a Party, regardless of whether such term is material or not ("**Default**"), the non-Defaulting Party may send the

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Defaulting Party a notice of such Default (“**Notice of Default**”). If such noticed Default remains uncured for thirty (30) days after the Defaulting Party’s receipt of the Notice of Default, this Agreement shall be terminated unless the non-Defaulting Party agrees or specifies otherwise in writing. Neither Party may terminate this Agreement unless (i) such Party terminates this Agreement pursuant to this Section after the other Party Defaults or (ii) such Party provides appropriate notice of nonrenewal pursuant to Section 4 in order to end the Term of this Agreement. Examples of Default include, but are not limited to, the: (a) failure of Client to pay for all goods and/or Services as provided in this Agreement; (b) non-Appropriation of funds by [authorizing agent]; (c) any other Default by Client or SmartBill with respect to any term or condition of this Agreement.

**Section 8. Force Majeure.** Other than any obligation to pay money, neither Party shall be responsible for delays or failures in performance resulting from acts or occurrence beyond the reasonable control of such Party, including, without limitation, the following: fire, explosion, power failure, flood, earthquake, or other act of god; war, revolution, civil commotion, terrorism, or acts of public enemies; any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including without limitation, strikes, slowdowns, picketing or boycotts (“**Force Majeure**”). In such Force Majeure, the Party affected shall be excused from such performance, on a day-to-day basis. Likewise, such other Party not directly affected by such Force Majeure shall also be excused from performance of its obligations on a day-to-day basis to the extent such party’s obligations relate to the other Party’s performance interfered with by the Force Majeure.

**Section 9. Confidentiality.** SmartBill agrees that any and all data, reports and documentation supplied by Client or its affiliates or third parties on Client’s behalf that are non-public and confidential shall, subject to the disclosure required for the performance of SmartBill’s obligations hereunder, not be intentionally or recklessly disclosed or otherwise disseminated by SmartBill without the consent of Client.

**Section 10. WARRANTIES/DISCLAIMER OF WARRANTIES.** SmartBill shall provide all goods and/or Services in accordance with the terms specifically set forth in Schedule 1. The parties hereto agree that this Agreement is only for the production of those goods and/or Services set forth in Schedule 1. **ALL WARRANTIES NOT EXPRESSLY PROVIDED IN THIS AGREEMENT ARE HEREBY DISCLAIMED. CLIENT EXPRESSLY ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY OTHER STATEMENT NOT CONTAINED IN THIS AGREEMENT AND THAT THIS WARRANTY CONSTITUTES THE ONLY WARRANTY WITH RESPECT TO THE GOODS AND SERVICES TO BE PROVIDED TO CLIENT. THE STATED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR PARTICULAR PURPOSE.**

**Section 11. Limitation of Liability.** The liability of SmartBill with respect to any failure to provide the goods and/or Services as required under this Agreement shall be limited to the processing and service fees actually paid to SmartBill for the defective goods or services. The liability of SmartBill with respect to any Default hereunder shall be limited to the Fees actually paid to SmartBill for the good and services claimed to be in Default. **SMARTBILL IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFIT OR INCOME.** Client has accepted this restriction on its right to recover incidental and consequential damages as a part of its bargain with SmartBill. Client acknowledges that SmartBill’s Fees would be higher if SmartBill were required to bear the risk of responsibility for these damages.

**Initial:** Delaware County Board of Commissioners \_\_\_\_\_ SmartBill \_\_\_\_\_

**Section 12. Governing Law and Jurisdiction.** Except to the extent governed by applicable federal law, this Agreement shall be interpreted under and governed by the laws of the State of Ohio, and any dispute between the Parties, whether arising under this Agreement or from any other aspect of the parties’ relationship, shall be governed by and determined in accordance with the substantive laws of the State of Ohio, regardless of conflicts of laws. The Parties agree that the exclusive venue for disputes between them shall be the Common Pleas Courts of Ohio, and each party hereby waives any objection it might have to the personal jurisdiction of or venue in such courts and waives any right to file or remove any such action or claim to federal court.

**Section 13. Severability.** If any provision of this Agreement is deemed invalid or unenforceable for any reason whatsoever, such provision will be fully severable; this Agreement shall be construed and enforced as if such invalid, or unenforceable provision were not a part of this Agreement; and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the invalid or unenforceable provision or by its severance from this Agreement. Further, in lieu of such illegal, invalid, or unenforceable provision, there will be automatically as part of this Agreement a provision as similar in terms to such invalid or unenforceable provision as may be possible and be valid and enforceable.

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**Section 14. Waiver; Modification of Agreement.** No waiver, amendment or modification of any of the terms of this Agreement shall be valid unless in writing and signed by authorized representative of both Parties hereto. Failure by either Party to enforce any rights under this Agreement shall not be construed as a waiver of such rights. Further, to the extent that a provision is waived in strict accordance with the above guidelines, no waiver of any provision of this Agreement shall constitute a waiver of any other provision or term not expressly waived in writing and signed by authorized representative of both Parties hereto, nor shall any waiver constitute a continuing waiver unless otherwise provided in writing.

**Section 15. Notice.** All notices must be in writing and if not personally delivered, be sent by facsimile, first class mail, nationally recognized overnight, delivery services or by electronic mail. Mailed notices will be effective on the other Party upon receipt. Notice by personal delivery or delivery service will be effective when delivered. When sent by facsimile or electronic mail, notice will be effective on the day the transmission is received by the recipient provided that (a) a duplicate copy of the notice is promptly given by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Either party may change the address to which notices are to be sent by giving notice of such a change to the other party. Addresses for notice purposes are as follows:

**SmartBill:** SmartBill, Ltd.  
1050 O'Neill Drive  
PO Box 105  
Hebron, OH 43025  
Facsimile: 740-928-5438  
Email: robh@smartbillcorp.com

**Client:** Delaware County Regional Sewer District  
1610 State Route 521  
Delaware, OH 43015  
Facsimile: 740-833-2239  
Email: RDeWitt@co.delaware.oh.us

**Section 16. Entire Agreement.** This Agreement and its exhibits and schedules constitute the final, complete, and exclusive statement of the terms of the agreement between the Parties pertaining to the production of goods and Services for Client by SmartBill and supersede all prior and contemporaneous understandings or agreements of the Parties. **NO PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT, NOR IS ANY PARTY RELYING ON ANY REPRESENTATION OR WARRANTY OUTSIDE THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT.**

**Section 17. Attorney Fees.** Each party shall bear their own costs of bringing an action including court costs and attorney fees subject to an Offer of Judgment made under the Ohio Rules of Civil Procedure. SmartBill shall have the right to seek attorney fees in an action brought to recover fees owed for services provided that are not subject to dispute.

**Section 18. Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of all the successors and assigns of the Parties hereto. The Parties hereto execute this Agreement through their duly authorized officers, as of the day and year first written above.

**Section 19. Authority to Bind.** SmartBill and Client warrant that the person executing this Agreement has full and legal authority to execute this Agreement for and on behalf of its respective legal entity it is purporting to bind to the terms of this Agreement, as well as the full legal ability to bind such legal entity to the terms contained in this Agreement.

**Section 20. No Partnership or Joint Venture.** No agency, partnership, joint venture or other relationship is intended hereby, and neither party shall be deemed the agent, servant, employee, partner or joint venturer of the other party. Client and SmartBill shall not, in any way or for any reason, be deemed to have become a partner of the other in the conduct of its business or otherwise, or a joint venturer. In addition, by virtue of this Agreement, there shall not be deemed to have occurred a merger or any joint enterprise between Client and SmartBill.

**Section 21. Cooperation of Parties.** Each party agrees to cooperate in good faith with the other party in all aspects of accomplishing the intent of this Agreement, including but not limited to signing documents and taking other actions as may be reasonably necessary or proper for such purpose.

**Section 22. Headings.** Headings or captions in this Agreement are inserted for convenience of reference only and do not define, describe or limit the scope or intent of this Agreement or any of the terms hereof.

**Section 23. Interpretation.** All provisions herein shall be construed in all cases as a whole according to its fair meaning, neither strictly for nor against either Client or SmartBill and without regard for the identity of

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the party initially preparing the same. Titles and captions are inserted for convenience only and shall not define, limit or construe in any way the scope or intent of this Agreement. References to sections are to sections as numbered in this Agreement unless expressly stated otherwise.

**Section 24. Counterparts.** This Agreement may be signed in multiple counterparts which, when duly delivered and taken together, shall constitute a binding Agreement between all parties.

**Section 25. Exhibits.** All exhibits attached to this Agreement are incorporated herein by reference.

**Section 26. Joint and Several Liability.** If any party consists of more than one person or entity, the liability and responsibilities of each such person or entity with respect to this Agreement shall be joint and several.

**Section 27. Extension of Performance Deadline if Non-Business Day.** If the date for performance of any obligation of the parties to this agreement falls on a non-Business Day, then the performance of the relevant obligation shall become due on the next Business Day following such date.

**Section 28. Legal Counsel.** Client and SmartBill acknowledge that they have been represented, or have had the opportunity to be represented, by counsel of their own choice. Neither Client nor SmartBill is relying upon any legal advice from the other party’s counsel regarding the subject matter hereof. Both parties acknowledge that they understand the terms and conditions of this Agreement and the terms and conditions of all other documents and agreements executed in connection herewith and that they sign the same freely. Neither Client nor SmartBill shall deny the enforceability of any provision of this agreement or any of the other documents or agreements executed in connection herewith on the basis that it did not have legal counsel.

Vote on Motion                      Mr. Merrell   Aye                      Mr. Benton   Aye                      Mrs. Lewis   Aye

21  
RESOLUTION NO. 25-874

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH AECOM  
TECHNICAL SERVICES, INC. FOR SERVICES RELATED TO THE LIBERTY HILLS SANITARY  
SEWER REHABILITATION PROJECT:

It was moved by Mr. Merrell, seconded by Mr. Benton, to approve the following:

WHEREAS, the Sanitary Engineer recommends approval of an agreement with AECOM Technical Services, Inc. for services related to the Liberty Hills Sanitary Sewer Rehabilitation Project;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approves the following agreement with AECOM Technical Services, Inc.:

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into on October 27<sup>th</sup>, 2025, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and AECOM Technical Services, Inc., 277 West Nationwide Blvd, Columbus, Ohio 43215 (“Consultant”), hereinafter collectively referred to as the “Parties”, and shall be known as the “Agreement.”

- 1

SERVICES PROVIDED BY CONSULTANT
- 1.1

The Consultant will provide professional services to include final design, permitting, bidding and construction administration services for the Liberty Hills Sanitary Sewer Rehabilitation Project (the “Services”).
- 1.2

The Consultant shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3

The Services are more fully defined in, and shall be rendered by the Consultant in accordance with, the Consultant’s Scope of Services & Fee Proposal, dated October 2, 2025, attached hereto as *Attachment A* and, by this reference, incorporated herein.
- 2

SUPERVISION OF SERVICES
- 2.1

The Delaware County Board of Commissioners hereby designates the Delaware County Sanitary Engineer (“Sanitary Engineer”) as the Project Manager and agent of the County for this Agreement.
- 2.2

The Sanitary Engineer or her designee shall have authority to review and order changes, commencement, suspension or termination of the Services performed under this Agreement.
- 3

AGREEMENT AND MODIFICATIONS
- 3.1

This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, shall supersede all prior

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understandings and agreements relating to the Services, and may only be modified or amended in writing with the mutual consent and agreement of the Parties.

**4 FEES AND REIMBURSABLE EXPENSES**

4.1 Compensation for Services provided under this Agreement shall be in accordance with *Attachment A*.

4.2 For all Services identified in the Scope of Services and Fee Schedule as “If Authorized” tasks, the fee for each authorized task shall be the fee specified in the Fee Schedule for said task. “If Authorized” tasks shall only be performed upon written Notice from the Sanitary Engineer. The total fee for all “If Authorized” tasks shall not exceed the amount set forth in *Attachment A* for such Services without prior approval from the County.

4.3 Total compensation under this Agreement shall not exceed Four Hundred Thousand Dollars and Zero Cents (\$400,000.00) without subsequent modification.

4.4 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the Services.

**5 NOTICES**

5.1 “Notices” issued under this Agreement shall be served on the individuals listed below in writing. The Parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.

Sanitary Engineer:

Name: Delaware County Sanitary Engineer’s Office  
Attn: Kellie Pike  
Address: 1610 State Route 521, PO Box 8006, Delaware, Ohio 43015  
Telephone: (740) 833-2243  
Email: kpike@co.delaware.oh.us

Consultant:

Name of Principal in Charge: Brian Schmude  
Address of Firm: 277 West Nationwide Blvd.  
City, State, Zip: Columbus, Ohio 43215  
Telephone: (614) 464-4500  
Email: brian.schmude@aecom.com

**6 PAYMENT**

6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Consultant and approved by the Sanitary Engineer for Services performed to date in accordance with *Attachment A*.

6.2 Invoices shall be submitted to the Sanitary Engineer by the Consultant on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Consultant shall promptly submit documentation as requested to substantiate said invoices.

6.3 The County shall pay invoices within thirty (30) days of receipt.

**7 NOTICE TO PROCEED, COMPLETION OF SERVICES, DELAYS AND EXTENSIONS**

7.1 The Consultant shall commence Services upon written Notice to Proceed (“Authorization”) by the Sanitary Engineer and shall complete the Services in accordance with the schedule in Attachment A.

7.2 Consultant shall not proceed with any “If Authorized” tasks without written Authorization.

7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Sanitary Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.

7.4 Any delay or failure of Consultant in obtaining local permits shall be excused if and to the extent such delay or failure is caused by acts or orders of any governmental body and/or permitting authority. If local/state regulations are onerous and/or potentially involve a lengthy permitting process, Consultant shall promptly bring the matter to the County’s attention within a reasonable time.

**8 SUSPENSION OR TERMINATION OF AGREEMENT**

8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Consultant shall promptly suspend or terminate Services, as ordered by the County. In case of termination for cause, the Consultant shall be given reasonable opportunity to cure or remedy the cause prior to termination.

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8.2 In the case of termination, the Consultant shall submit a final invoice within sixty (60) days of receiving Notice of termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.

8.3 The Consultant may, upon thirty (30) days' prior notice, suspend or terminate this Agreement in the event of material default by the County under this Agreement.

**9 CHANGE/ADDITIONS IN SCOPE OF SERVICES**

9.1 In the event that significant changes to the scope of the Services are required during performance of the Services, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall only take effect if approved in a writing signed by both Parties in accordance with Section 3.1.

For any additional services in addition to those included in Section 1 as authorized or "if authorized", a scope and fee shall be negotiated and agreed to by both Parties prior to performance of the additional services. This Agreement shall be modified or amended in writing with the mutual consent and agreement of the Parties prior to performance of the additional services.

**10 OWNERSHIP**

10.1 Upon completion or termination of the Agreement, the Consultant shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement

10.2 Upon payment of all amounts due under this Agreement, the County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement.

10.3 This section does not require unauthorized duplication of copyrighted materials.

10.4 The Consultant shall bear no liability or responsibility for deliverables that have been modified post-delivery or used for a purpose other than that for which they were prepared under this Agreement.

**11 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT**

11.1 The Consultant shall promptly notify the County, in writing, of any change to key Consultant staff or sub-consultants assigned to the Services as contemplated at the time of executing this Agreement.

11.2 The Consultant shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.

**12 INDEMNIFICATION**

12.1 The Consultant shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property, to the proportionate extent caused by any negligent acts, errors or omissions of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

**13 INSURANCE**

13.1 General Liability Coverage: Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.

13.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.

13.3 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.

13.4 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.

13.5 Additional Insureds: Delaware County, its elected officials and employees, shall be included as additional insureds with respect to all activities under this Agreement in the policies required by

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Subsections 13.1 and 13.2. Consultant shall require all of its subcontractors to provide like endorsements.

- 13.6 **Proof of Insurance:** Prior to the commencement of any Services under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of Services under this Agreement.
- 14 MISCELLANEOUS TERMS AND CONDITIONS**
- 14.1 **Prohibited Interests:** Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 14.2 **Independent Contractor:** The Parties acknowledge and agree that Consultant is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Consultant also agrees that, as an independent contractor, Consultant assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Consultant hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 14.3 **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 14.4 **Headings:** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 14.5 **Waivers:** No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 14.6 **Severability:** If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 14.7 **Findings for Recovery:** Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 14.8 **Authority to Sign:** Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 14.9 **County Policies:** The Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing Services under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Consultant to comply with this Subsection. Copies of applicable policies are available upon request or online at <https://humanresources.co.delaware.oh.us/policies/>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 14.10 **Drug-Free Workplace:** The Consultant agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Consultant shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the Services being performed

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hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.

- 14.11 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates. Contractor further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry. Contractor further certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.
- 14.12 Right to Rely Upon County-Provided Information: The Consultant is entitled and will rely upon accuracy, completeness, currency and non-infringement of information and data provided by the County or obtained from generally accepted sources within the industry, except to the extent such verification by Consultant may be expressly required as a defined part of the Services.
- 14.13 Consequential Damages Waiver: NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY, ITS PARENTS, AFFILIATES AND SUBSIDIARIES OR THEIR RESPECTIVE DIRECTORS OFFICERS OR EMPLOYEES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, LOSS OF USE OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND CONSULTANT HEREBY RELEASES COUNTY AND COUNTY HEREBY RELEASES CONSULTANT FROM ANY SUCH LIABILITY.
- 14.14 Opinions of Probable Costs: Any opinions of probable costs provided by Consultant represent Consultant's good faith professional judgment in light of its experience, knowledge and the information reasonably available to Consultant at the time of preparation of the opinion. However, since Consultant has no control over the market, economic conditions or the bidding procedures, Consultant, its directors, officers and employees and subconsultants do not make any guarantees or warranties whatsoever, whether express or implied, with respect to such opinions and accept no responsibility for any loss or damage arising therefrom or in any way related thereto. Any reliance upon such opinions, whether by the County or third parties, do so at the relying party's own sole risk.
- 14.15 Construction Responsibility: The Consultant shall have no responsibility for (i) construction means, methods, techniques, sequences or procedures; (ii) the direction of contractors' personnel; (iii) selection of construction equipment; (iv) coordination of contractors' work; (v) placing into operation any plant or equipment; or (vi) contractors' failure to perform the work in accordance with any applicable construction contract. The Consultant shall not be responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of the County, contractors or others at the project site ("Project Site") other than Consultant's employees, subconsultants and vendors.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

Vote on Motion                      Mrs. Lewis   Aye                      Mr. Merrell   Aye                      Mr. Benton   Aye

22  
RESOLUTION NO. 25-875

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH CDM SMITH INC. FOR SERVICES RELATED TO THE BIOSOLIDS MASTER PLAN:

It was moved by Mr. Benton, seconded by Mr. Merrell, to approve the following:

WHEREAS, the Sanitary Engineer recommends approval of an agreement with CDM Smith Inc. for services related to the Biosolids Master Plan:

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approves the following agreement with CDM Smith Inc.:

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into on October 27, 2025, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 ("County"), and CDM Smith Inc., a Massachusetts corporation with offices in 445 Hutchinson Ave., Suite 820, Columbus, Ohio 43235 ("Consultant"), hereinafter collectively referred to as the "Parties", and shall be known as the

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“Agreement.”

**1 SERVICES PROVIDED BY CONSULTANT**

- 1.1 The Consultant will provide professional design services for the County’s Biosolids Master Plan (the “Services”).
- 1.2 The Consultant shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 The Services are more fully defined in, and shall be rendered by the Consultant in accordance with, the Consultant’s Fee Proposal dated October 10, 2025, attached hereto as Exhibit A and, by this reference, incorporated herein.

**2 SUPERVISION OF SERVICES**

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Sanitary Engineer (“Sanitary Engineer”) as the agent of the County for this Agreement.
- 2.2 The Sanitary Engineer or her designee shall have authority to review and order changes, commencement, suspension or termination of the Services performed under this Agreement.

**3 AGREEMENT AND MODIFICATIONS**

- 3.1 This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, shall supersede all prior understandings and agreements relating to the Services, and may only be modified or amended in writing with the mutual consent and agreement of the Parties.

**4 FEES AND REIMBURSABLE EXPENSES**

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Fee Proposal noted in Section 1.3.
- 4.2 Total compensation under this Agreement shall not exceed eight hundred seventy-six thousand six hundred twelve dollars (\$876,612) without subsequent modification.
- 4.3 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the Services.

**5 NOTICES**

- 5.1 “Notices” issued under this Agreement shall be in writing and served by U.S. Certified Mail on the Parties to the attention of the individuals listed below. The Parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.

Sanitary Engineer:

Name: Delaware County Sanitary Engineer’s Office  
Attn: Julie McGill  
Address: 1610 State Route 521, PO Box 8006  
Delaware, Ohio 43015  
Telephone: (740) 833-2240  
Email: jmcgill@co.delaware.oh.us

Consultant:

Name of Principal in Charge: Michael Frommer, Vice President  
Address of Firm: 445 Hutchinson Ave., Suite 820  
City, State, Zip: Columbus, Ohio 43235  
Telephone: (614) 847-8340  
Email: frommerma@cdmsmith.com

**6 PAYMENT**

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Consultant and approved by the Sanitary Engineer for Services performed to date in accordance with the Consultant’s Fee Schedule.
- 6.2 Invoices shall be submitted to the Sanitary Engineer by the Consultant on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices, and the Consultant shall promptly submit documentation as requested to substantiate said invoices.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.

**7 NOTICE TO PROCEED, COMPLETION OF SERVICES, DELAYS AND EXTENSIONS**

- 7.1 The Consultant shall commence Services upon written order from the Sanitary Engineer and shall complete the Services within six (6) months of the order to proceed.

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- 7.2 Consultant shall not proceed with any “If Authorized” tasks without written authorization from the Sanitary Engineer.
- 7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Sanitary Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.
- 8 SUSPENSION OR TERMINATION OF AGREEMENT**
- 8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Consultant shall immediately suspend or terminate Services, as ordered by the County.
- 8.2 In the case of termination, the Consultant shall submit a final invoice within sixty (60) days of receiving Notice of termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.
- 9 CHANGE/ADDITIONS IN SCOPE OF SERVICES**
- 9.1 In the event that significant changes to the scope of the Services are required during performance of the Services, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall only take effect if approved in a writing signed by both Parties in accordance with Section 3.1.
- For any additional services in addition to those included in Section 1 as authorized or “if authorized”, a scope and fee shall be negotiated and agreed to by both Parties prior to performance of the additional services. This Agreement shall be modified or amended in writing with the mutual consent and agreement of the Parties prior to performance of the additional services.
- 10 OWNERSHIP**
- 10.1 Upon completion or termination of the Agreement, the Consultant shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement
- 10.2 The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement.
- 10.3 This section does not require unauthorized duplication of copyrighted materials.
- 11 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT**
- 11.1 The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or sub-consultants assigned to the Services as contemplated at the time of executing this Agreement.
- 11.2 The Consultant shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.
- 12 INDEMNIFICATION**
- 12.1 The Consultant shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Consultant, its employees, agents, subcontractors, and their employees and agents’ subcontractors and their employees or any other person for whose acts any of them may be liable.
- 13 INSURANCE**
- 13.1 General Liability Coverage: Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.3 Workers’ Compensation Coverage: Consultant shall maintain workers’ compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.4 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to

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do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.

- 13.5 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 13.1 and 13.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 13.6 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of Services under this Agreement.
- 14 MISCELLANEOUS TERMS AND CONDITIONS**
- 14.1 Prohibited Interests: Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 14.2 Independent Contractor: The Parties acknowledge and agree that Consultant is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Consultant also agrees that, as an independent contractor, Consultant assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Consultant hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 14.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 14.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 14.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 14.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 14.7 Findings for Recovery: Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 14.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 14.9 County Policies: The Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing Services under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Consultant to comply with this Subsection. Copies of applicable policies are available upon request or online at <https://humanresources.co.delaware.oh.us/policies/>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.

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- 14.10 Drug-Free Workplace: The Consultant agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Consultant shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 14.11 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates. Contractor further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry. Contractor further certifies that it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code. Contractor further certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

Vote on Motion                      Mr. Benton   Aye                      Mrs. Lewis   Aye                      Mr. Merrell   Aye

23  
RESOLUTION NO. 25-876

RESOLUTION OF NECESSITY FOR THE PURCHASE OR LEASE OF A MOTOR VEHICLE FOR THE USE OF THE DELAWARE COUNTY REGIONAL SEWER DISTRICT:

It was moved by Mr. Merrell, seconded by Mr. Benton, to approve the following:

WHEREAS, the Board of County Commissioners of Delaware County, Ohio (the “Board”) may find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of a motor vehicle to be used by the Board, by any county department, board, commission, office or agency, or by any elected county official or his or her employees; and

WHEREAS, the Board has before it a request from the Delaware County Regional Sewer District to expend county monies for the purchase of one new vehicle; and

WHEREAS, the vehicle is available for purchase via the State of Ohio Cooperative Purchasing Program (the “Program”);

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Delaware County, State of Ohio, as follows:

Section 1. The Board hereby declares that a necessity exists to purchase one new motor vehicle for use by the Delaware County Regional Sewer District.

Section 2. The Board hereby declares that the make and model of such vehicle is a 2025 Ford T350HD and necessary equipment for a total price of \$258,908.00.

Section 3. The Board hereby declares that the purchase of said vehicle will be from MTECH Company, Inc., an approved vendor under the Program, in accordance with the Program, pursuant to the contract and terms and conditions set forth in State of Ohio Index No. STS670, Contract # CTR026700, which is, by this reference, fully incorporated herein and of which the purchase orders approved herein shall be made a part.

Section 4. The Board hereby approves a purchase order request for a total of \$258,908.00 to MTECH Company in Cleveland, Ohio from 66211900-5450.

Section 5. This Resolution shall take immediate effect upon passage.

Vote on Motion                      Mr. Merrell   Aye                      Mr. Benton   Aye                      Mrs. Lewis   Aye

24  
RESOLUTION NO. 25-877

IN THE MATTER OF SETTING THE DATE AND TIME TO RECEIVE COMPETITIVE SEALED PROPOSALS FOR BIOSOLIDS HAULING AND DISPOSAL SERVICES:

It was moved by Mr. Benton, seconded by Mr. Merrell, to approve the following:

WHEREAS, Sewer District staff has prepared the contract documents and specifications for Biosolids Hauling and Disposal Services; and

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WHEREAS, the Delaware County Regional Sewer District desires to solicit competitive sealed proposals for Biosolids Hauling and Disposal Services;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the documents and specifications for the project known as Biosolids Hauling and Disposal Services and authorizes the Sanitary Engineer to advertise for and receive proposals for the project in accordance with the following Public Notice:

PUBLIC NOTICE  
REQUEST FOR PROPOSALS  
BOARD OF COMMISSIONERS  
DELAWARE COUNTY, OHIO

The Delaware County Commissioners are seeking competitive sealed proposals from contractors for the hauling or disposal of biosolids generated from the County’s wastewater treatment facilities, excluding land application. Proposals will be received at the Delaware County Regional Sewer District, 1610 State Route 521, Delaware, Ohio 43015, until **12:00 p.m. on Tuesday, November 25, 2025**. At that time, proposals will be opened and names of offerors only will be available upon request. One (1) original and five (5) copies and a .pdf copy on a USB drive are to be included. Submittals pursuant to this request will not be received after the hour and date stated above.

In accordance with section 307.87(A)(3) of the Revised Code, this notice is posted on Delaware County’s web site and social media account. The complete Request for Proposals is posted and may be viewed on Delaware County’s web page at <https://co.delaware.oh.us/> under the heading Public Notices and Bids or on the Delaware County Regional Sewer District web page at <https://regionalsewer.co.delaware.oh.us/bids/>.

Any proposals submitted to Delaware County, Ohio are to be prepared at the submitter’s expense. Delaware County reserves the right to reject any and all proposals in whole or in part. Acceptance of a proposal shall not constitute an agreement between the submitter and Delaware County. Delaware County shall have no liability whatsoever to any submitter whose proposal is not accepted. If a contract is awarded, it shall be awarded to the proposal determined to be most advantageous to Delaware County. Non-exclusive awards may be made in whole or in part to one or more offerors.

Any proposal submitted shall be accompanied by bond or certified check, cashier’s check, or money order on a solvent bank or savings and loan association in the amount of Five Hundred Dollars (\$500.00).

Vote on Motion                      Mrs. Lewis   Aye                      Mr. Merrell   Aye                      Mr. Benton   Aye

25  
RESOLUTION NO. 25-878

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS AND A TRANSFER OF APPROPRIATIONS:

It was moved by Mr. Merrell, seconded by Mr. Benton, to approve the following:

| Supplemental Appropriations:       |                                             |            |
|------------------------------------|---------------------------------------------|------------|
| 29214009-5260                      | Motor & Gas/Inv Tool, Equip, Furn 1000-4999 | 75,000.00  |
| 29214009-5275                      | Motor & Gas/Road & Hwy Building Mat         | 45,000.00  |
| 29214009-5285                      | Motor & Gas/Salt                            | 320,000.00 |
| Transfer of Appropriations:        |                                             |            |
| From:                              | To:                                         |            |
| 10040401-5313                      | 10040401-5001                               | 4,314.00   |
| Map Room/Printing and Related Svcs | Map Room/Compensation                       |            |
|                                    |                                             |            |
| From:                              | To:                                         |            |
| 29214009-5328                      | 29214001-5285                               | 52,812.00  |
| Motor & Gas/Maint & Repair Svcs    | Motor & Gas/Compensation                    |            |

Vote on Motion                      Mr. Benton   Aye                      Mrs. Lewis   Aye                      Mr. Merrell   Aye

26  
RESOLUTION NO. 25-879

IN THE MATTER OF APPROVING THE DRAINAGE MAINTENANCE PETITION AND DITCH MAINTENANCE ASSESSMENT FOR OAKS AT BERLIN:

It was moved by Mr. Benton, seconded by Mr. Merrell, to approve the following:

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WHEREAS, on October 27, 2025, a Ditch Maintenance Petition for Oaks at Berlin (the “Petition”) was filed with the Board of Commissioners of Delaware County (the “Board”); and

WHEREAS, the Petition sets forth the drainage improvements that have been or will be constructed within Oaks at Berlin, 18.24 acres in Berlin Township; and

WHEREAS, the petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the real estate taxes for the improvements in the subject lot to cover the cost of current and future maintenance of the improvements; and

WHEREAS, the petitioners have further requested that the improvements be combined into the Delaware County Subdivision Drainage Maintenance District; and

WHEREAS, the petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program and Delaware County Subdivision Drainage Maintenance District.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Delaware County, Ohio:

Section 1. The Board hereby grants the Petition, the Board having found and determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2. The Board hereby establishes the base value of the improvements as \$342,840.52.

Section 3. The Board hereby approves combining the improvements with the Delaware County Subdivision Drainage Maintenance District.

Section 4. The Board hereby approves the maintenance assessments to be collected, in accordance with the Petition, as apportioned according to tax value at a uniform rate of 0.3 mill.

Vote on Motion                      Mr. Merrell   Aye                      Mr. Benton   Aye                      Mrs. Lewis   Aye

27  
**RESOLUTION NO. 25-880**

**IN THE MATTER OF APPROVING THE DRAINAGE MAINTENANCE PETITION AND DITCH MAINTENANCE ASSESSMENT FOR PLUMB CREEK SECTION 1:**

It was moved by Mr. Merrell, seconded by Mr. Benton, to approve the following:

WHEREAS, on October 27, 2025, a Ditch Maintenance Petition for Plumb Creek Section 1 (the “Petition”) was filed with the Board of Commissioners of Delaware County (the “Board”); and

WHEREAS, the Petition sets forth the drainage improvements that have been or will be constructed within Plumb Creek Section 1, 37.62 acres in Berkshire Township; and

WHEREAS, the petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the real estate taxes for the improvements in the subject lot to cover the cost of current and future maintenance of the improvements; and

WHEREAS, the petitioners have further requested that the improvements be combined into the Delaware County Subdivision Drainage Maintenance District; and

WHEREAS, the petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program and Delaware County Subdivision Drainage Maintenance District.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Delaware County, Ohio:

Section 1. The Board hereby grants the Petition, the Board having found and determined that the

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improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2. The Board hereby establishes the base value of the improvements as \$668,614.91.

Section 3. The Board hereby approves combining the improvements with the Delaware County Subdivision Drainage Maintenance District.

Section 4. The Board hereby approves the maintenance assessments to be collected, in accordance with the Petition, as apportioned according to tax value at a uniform rate of 0.3 mill.

Vote on Motion                Mrs. Lewis   Aye                Mr. Merrell   Aye                Mr. Benton   Aye

28  
RESOLUTION NO. 25-881

IN THE MATTER OF APPROVING THE DRAINAGE MAINTENANCE PETITION AND DITCH MAINTENANCE ASSESSMENT FOR PLUMB CREEK SECTION 2:

It was moved by Mr. Benton, seconded by Mr. Merrell, to approve the following:

WHEREAS, on October 27, 2025, a Ditch Maintenance Petition for Plumb Creek Section 2 (the “Petition”) was filed with the Board of Commissioners of Delaware County (the “Board”); and

WHEREAS, the Petition sets forth the drainage improvements that have been or will be constructed within Plumb Creek Section 2, 36.54 acres in Berkshire Township; and

WHEREAS, the petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the real estate taxes for the improvements in the subject lot to cover the cost of current and future maintenance of the improvements; and

WHEREAS, the petitioners have further requested that the improvements be combined into the Delaware County Subdivision Drainage Maintenance District; and

WHEREAS, the petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program and Delaware County Subdivision Drainage Maintenance District.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Delaware County, Ohio:

Section 1. The Board hereby grants the Petition, the Board having found and determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2. The Board hereby establishes the base value of the improvements as \$559,252.07.

Section 3. The Board hereby approves combining the improvements with the Delaware County Subdivision Drainage Maintenance District.

Section 4. The Board hereby approves the maintenance assessments to be collected, in accordance with the Petition, as apportioned according to tax value at a uniform rate of 0.3 mill.

Vote on Motion                Mr. Benton   Aye                Mrs. Lewis   Aye                Mr. Merrell   Aye

29  
RESOLUTION NO. 25-882

IN THE MATTER OF APPROVING A COOPERATIVE PROJECT AGREEMENT BETWEEN DELAWARE COUNTY AND THE CITY OF DELAWARE TO SUBMIT AN APPLICATION TO THE OHIO PUBLIC WORKS COMMISSION:

It was moved by Mr. Merrell, seconded by Mr. Benton, to approve the following:

WHEREAS, the County Engineer recommends approval of a Cooperative Project Agreement with the City of Delaware;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Cooperative Project Agreement with the City of Delaware:

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COOPERATIVE PROJECT AGREEMENT  
BY AND BETWEEN  
CITY OF DELAWARE  
AND DELAWARE COUNTY

The CITY OF DELAWARE, the Project Sponsor, and the Delaware County Board of Commissioners hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission (OPWC) for the Project known as 2027 ROADWAY RESURFACING AND TRAFFIC SIGNAL IMPROVEMENT PROJECT, for Round 40 of the OPWC programs.

The CITY OF DELAWARE will provide the Local Share as described in the OPWC Application for Funding Assistance from the OPWC Project Capital Fund not to exceed approximately \$650,000 and will pay its Local Share as invoices are due.

Delaware County, through the *Roadway Grant Assistance Program (RGAP)*, will provide matching funds equal to three (\$3) Dollars for every (\$1) Dollar Local Share provided by the CITY OF DELAWARE, not to exceed the amount of grant funds provided by OPWC or One Hundred Fifty Thousand Dollars (\$150,000), whichever is less, from the Road and Bridge Projects fund, subject to the approved RGAP Grant Guidelines.

Delaware County agrees to pay its share of costs as construction invoices are due, or, if requested by the Project Sponsor, shall pay directly to the awarded contractor.

Delaware County authorizes the Project Sponsor to be the lead applicant and to sign all necessary applications, agreements and certifications relating to the OPWC programs and this Project.

This Agreement shall become effective the date last signed by the parties below. This Agreement shall become null and void if the Project does not receive a grant award by the OPWC in the funding round stated above, or if the required OPWC Grant Agreement is not properly executed by the Project Sponsor or if funding is revoked for any reason by the OPWC.

Vote on Motion                      Mr. Merrell   Aye                      Mr. Benton   Aye                      Mrs. Lewis   Aye

30  
RESOLUTION NO. 25-883

IN THE MATTER OF APPROVING OWNER’S AGREEMENTS FOR PLUMB CREEK SECTION 1,  
PLUMB CREEK SECTION 2 AND GREYLAND ESTATES SECTION 1 PHASE B:

It was moved by Mr. Benton, seconded by Mr. Merrell, to approve the following:

WHEREAS, the Engineer recommends approving the Owner’s Agreements for Plumb Creek Section 1, Plumb Creek Section 2 and Greyland Estates Section 1 Phase B;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Owner’s Agreements for Plumb Creek Section 1, Plumb Creek Section 2 and Greyland Estates Section 1 Phase B:

Plumb Creek Section 1:

OWNER’S AGREEMENT  
PROJECT NUMBER: 25040

THIS AGREEMENT, executed on this 27<sup>TH</sup> day of October, 2025, between Jim Ohlin, The Romanelli Company LLC, hereinafter called “OWNER” and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as Plumb Creek Sec 1 further identified as Project Number 25040 is governed by the following considerations to wit:

Said **OWNER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**.

**OPTIONS:**

1. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit “A”** attached hereto.
2. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

**OWNER** hereby elects to use Option 2 for this project.

The financial warranties are to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Delaware County Design, Construction and Surveying**

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**Standards and any supplements thereto.** The OWNER shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The OWNER shall indemnify and save harmless **Delaware County and all Townships and/or Villages** within Delaware County and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

**All public improvement construction** shall be performed within one (1) year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**.

The OWNER further agrees that any violations of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **COUNTY** shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

It is further agreed that upon execution of the **AGREEMENT**, the OWNER shall deposit Sixty Thousand Dollars and No Cents (\$60,000.00) estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to ten percent (10%) of the original amount deposited, the OWNER shall replenish the account upon notice by the **Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the OWNER.

**Upon completion of construction**, the OWNER shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of **one year**. Said OWNER’S bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in **Exhibit “A”** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer’s** satisfaction. All work is to be done in accordance with the **Delaware County Design, Construction and Surveying Standards, and any supplements thereto**.

**Acceptance of the project** into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The OWNER’S maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

**Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer** during the period of construction or maintenance shall be the responsibility of the OWNER. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

The OWNER shall, within thirty (30) days of completion of construction and prior to final acceptance, to the **COUNTY COMMISSIONERS**, as required, “as-built” drawings of the improvements, which plans shall become the property of the **COUNTY** and remain in the office of the **Delaware County Engineer**.

The OWNER shall, within thirty (30) days of completion of construction, furnish to the **COUNTY COMMISSIONERS** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The OWNER shall indemnify and hold harmless **Delaware County and all Townships and/or Villages** within and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

The OWNER shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The OWNER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the OWNER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the **County**.

**Should the OWNER become unable to carry out the provisions of this AGREEMENT**, the OWNER’S heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.

**In consideration whereof**, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants the OWNER or his agent, the right and privilege to make the improvements stipulated herein.

EXHIBIT "A"

|                            |                |
|----------------------------|----------------|
| CONSTRUCTION COST ESTIMATE | \$2,075,600.00 |
| CONSTRUCTION BOND AMOUNT   | N/A            |

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|                         |              |
|-------------------------|--------------|
| MAINTENANCE BOND AMOUNT | \$207,600.00 |
| INSPECTION FEE DEPOSIT  | \$60,000.00  |

**Plumb Creek Section 2:**

**OWNER’S AGREEMENT**  
**PROJECT NUMBER: 25041**

**THIS AGREEMENT**, executed on this 27<sup>th</sup> day of October, 2025, between Jim Ohlin, The Romanelli Company LLC, hereinafter called “**OWNER**” and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as Plumb Creek Sec 2 further identified as Project Number 25041 is governed by the following considerations to wit:

Said **OWNER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**.

**OPTIONS:**

1. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit “A”** attached hereto.
2. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

**OWNER** hereby elects to use Option 2 for this project.

The financial warranties are to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Delaware County Design, Construction and Surveying Standards and any supplements thereto**. The **OWNER** shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The **OWNER** shall indemnify and save harmless **Delaware County and all Townships and/or Villages** within Delaware County and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

**All public improvement construction** shall be performed within one (1) year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**.

The **OWNER** further agrees that any violations of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **COUNTY** shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **Fifty Thousand Dollars and No Cents (\$50,000.00)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to ten percent (10%) of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

**Upon completion of construction**, the **OWNER** shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of **one year**. Said **OWNER’S** bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in **Exhibit “A”** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer’s** satisfaction. All work is to be done in accordance with the **Delaware County Design, Construction and Surveying Standards, and any supplements thereto**.

**Acceptance of the project** into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **OWNER’S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

**Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer** during the period of construction or maintenance shall be the responsibility of the **OWNER**. All of the funds set forth in the **AGREEMENT** shall be made available to

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the **County Engineer** to ensure proper safety compliance.

The **OWNER** shall, within thirty (30) days of completion of construction and prior to final acceptance, to the **COUNTY COMMISSIONERS**, as required, “as-built” drawings of the improvements, which plans shall become the property of the **COUNTY** and remain in the office of the **Delaware County Engineer**.

The **OWNER** shall, within thirty (30) days of completion of construction, furnish to the **COUNTY COMMISSIONERS** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **OWNER** shall indemnify and hold harmless **Delaware County and all Townships and/or Villages** within and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

The **OWNER** shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The **OWNER** shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the **OWNER** and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the **County**.

**Should the OWNER become unable to carry out the provisions of this AGREEMENT**, the **OWNER’S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.

**In consideration whereof**, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants the **OWNER** or his agent, the right and privilege to make the improvements stipulated herein.

EXHIBIT "A"

|                            |                |
|----------------------------|----------------|
| CONSTRUCTION COST ESTIMATE | \$1,251,100.00 |
| CONSTRUCTION BOND AMOUNT   | N/A            |
| MAINTENANCE BOND AMOUNT    | \$125,200.00   |
| INSPECTION FEE DEPOSIT     | \$50,000.00    |

**Greyland Estates Section 1 Phase B:**

**OWNER’S AGREEMENT**  
**PROJECT NUMBER: 23055**

**THIS AGREEMENT**, executed on this 25<sup>th</sup> day of October, 2025, between WEAVER CUSTOM HOMES, hereinafter called “**OWNER**” and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as Greyland Estates Sec 1 Ph B further identified as Project Number 23055 is governed by the following considerations to wit:

Said **OWNER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**.

**OPTIONS:**

1. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit “A”** attached hereto.
2. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

**OWNER** hereby elects to use Option 2 for this project.

The financial warranties are to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Delaware County Design, Construction and Surveying Standards and any supplements thereto**. The **OWNER** shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The **OWNER** shall indemnify and save harmless **Delaware County and all Townships and/or Villages** within Delaware County and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or

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from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date on which this AGREEMENT is executed by the COUNTY COMMISSIONERS.

The OWNER further agrees that any violations of or noncompliance with any of the provisions and stipulations of this AGREEMENT shall constitute a breach of contract, and the COUNTY shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

It is further agreed that upon execution of the AGREEMENT, the OWNER shall deposit Fifty-Two Thousand Dollars and No Cents (\$52,000.00) estimated to be necessary to pay the cost of inspection by the Delaware County Engineer. When the fund has been depleted to ten percent (10%) of the original amount deposited, the OWNER shall replenish the account upon notice by the Engineer. Upon completion of the maintenance period and acceptance of the improvements by the Delaware County Commissioners, the remaining amount in the fund shall be returned to the OWNER.

Upon completion of construction, the OWNER shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of one year. Said OWNER’S bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in Exhibit “A” for said maintenance. The reduction may be approved only after the County Engineer has been provided evidence that all work has been accomplished according to the approved plan and/or to the County Engineer’s satisfaction. All work is to be done in accordance with the Delaware County Design, Construction and Surveying Standards, and any supplements thereto.

Acceptance of the project into the public system shall be completed only after written notice to the COUNTY COMMISSIONERS from the County Engineer of his approval. The OWNER’S maintenance responsibility as described above shall be completed upon formal acceptance by the COUNTY COMMISSIONERS.

Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance shall be the responsibility of the OWNER. All of the funds set forth in the AGREEMENT shall be made available to the County Engineer to ensure proper safety compliance.

The OWNER shall, within thirty (30) days of completion of construction and prior to final acceptance, to the COUNTY COMMISSIONERS, as required, “as-built” drawings of the improvements, which plans shall become the property of the COUNTY and remain in the office of the Delaware County Engineer.

The OWNER shall, within thirty (30) days of completion of construction, furnish to the COUNTY COMMISSIONERS an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The OWNER shall indemnify and hold harmless Delaware County and all Townships and/or Villages within and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

The OWNER shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The OWNER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the OWNER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the County.

Should the OWNER become unable to carry out the provisions of this AGREEMENT, the OWNER’S heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this AGREEMENT.

In consideration whereof, the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO hereby grants the OWNER or his agent, the right and privilege to make the improvements stipulated herein.

EXHIBIT "A"

|                            |              |
|----------------------------|--------------|
| CONSTRUCTION COST ESTIMATE | \$876,500.00 |
| CONSTRUCTION BOND AMOUNT   | \$0.00       |
| MAINTENANCE BOND AMOUNT    | \$87,700.00  |
| INSPECTION FEE DEPOSIT     | \$52,000.00  |

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**RESOLUTION NO. 25-884****IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH  
RESOURCE INTERNATIONAL INC. FOR GENERAL ENGINEERING SERVICES 2025-1:**

It was moved by Mr. Merrell, seconded by Mr. Benton, to approve the following:

WHEREAS, section 305.15 of the Revised Code provides that a board of commissioners may enter into contracts with any person, firm, partnership, association, or corporation qualified to perform engineering services in the state; and

WHEREAS, the County Engineer has received proposals from consulting firms interested in providing services for general engineering services; and

WHEREAS, the County Engineer has selected Resource International, Inc., through a qualifications-based selection process, has negotiated a fee and agreement to provide the required services for general engineering, and requests that the Board enter into contract with said firm;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following Professional Services Agreement:

**PROFESSIONAL SERVICES AGREEMENT**  
**General Engineering Services 2025-1**

This Agreement is made and entered into this 27<sup>th</sup> day of October, 2025, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 ("County"), and Resource International, Inc., 6350 Presidential Gateway, Columbus, Ohio 43231 ("Consultant"), each individually referred to herein as a "Party" and collectively referred to as the "Parties."

**1 SERVICES PROVIDED BY CONSULTANT**

- 1.1 The Consultant shall provide general engineering services (the "Services") to the County.
- 1.2 The Consultant shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 The Services shall be further described in and rendered by the Consultant in accordance with the following documents, to be retained and on file with each Party, and by this reference incorporated into this Agreement: Delaware County General Engineering Services 2025-1 Scope of Services dated 7-28-2025 (the "Scope of Services").

**2 SUPERVISION OF SERVICES**

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Engineer (the "County Engineer") as the agent of the County for this Agreement.
- 2.2 The County Engineer shall have authority to review, and other changes, commencement, suspension or termination of the Services performed under this Agreement.

**3 AGREEMENT AND MODIFICATIONS**

- 3.1 This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, shall supersede all prior understandings and agreements relating to the Services, and may only be modified or amended in writing with the mutual consent and agreement of the Parties.

**4 FEES AND REIMBURSABLE EXPENSES**

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Consultant's Fee Proposal, which is to be retained and on file with each Party and, by this reference, incorporated into this Agreement, and other documents enumerated in Section 1.3.
- 4.2 The County Engineer may authorize partial lump sum payments for itemized tasks in "If Authorized Services" with written consent of the Consultant when the County Engineer determines the necessity therefor.
- 4.3 Total compensation under this Agreement shall not exceed Three Hundred Thousand Dollars and no cents (\$300,000.00) without subsequent modification.
- 4.4 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the Services.

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**5 NOTICES**

- 5.1 “Notices” issued under this Agreement shall be served in writing by U.S. Certified Mail on the Parties to the attention of the individuals listed below. The Parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.

**County Engineer:**

Name: Delaware County Engineer  
Attn: Ryan J. Mraz,  
Chief Deputy Design Engineer  
Address 1610 State Route 521, Delaware, Ohio 43015  
Telephone: 740-833-2400  
Email: [rmraz@co.delaware.oh.us](mailto:rmraz@co.delaware.oh.us)

**Consultant:**

Name of Principal in Charge: Marcia Lampman  
Address of Firm: 6350 Presidential Gateway  
City, State, Zip: Columbus, OH 43231  
Telephone: 614-823-4949  
Email: sam@resourceinternational.com

- 5.2 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Consultant and approved by the County Engineer, and shall be based on the calculated percentage of Services performed to date in accordance with the Consultant's Fee Proposal.
- 5.3 Invoices shall be submitted to the County Engineer by the Consultant on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices, and the Consultant shall promptly submit documentation as requested to substantiate said invoices.
- 5.4 The County shall pay invoices within thirty (30) days of receipt.

**6 NOTICE TO PROCEED; COMPLETION; DELAYS AND EXTENSIONS**

- 6.1 The Consultant shall commence Services upon written notice to proceed from the County Engineer and shall complete the services within 24 months from said date. No extensions will be provided without prior written approval.
- 6.2 Consultant shall not proceed with any “If Authorized” tasks without written authorization.
- 6.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the County Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.

**7 SUSPENSION OR TERMINATION OF AGREEMENT**

- 7.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Consultant shall immediately suspend or terminate Services, as ordered by the County.
- 7.2 In the case of termination, the Consultant shall submit a final invoice within sixty (60) days of receiving Notice of termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.

**8 CHANGE IN SCOPE OF SERVICES**

- 8.1 In the event that significant changes to the Scope of Services are required during performance of the Services, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall not take effect unless and until approved in a written modification signed by both Parties.

**9 OWNERSHIP**

- 9.1 Upon completion or termination of the Agreement, the Consultant shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement.
- 9.2 The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement.
- 9.3 This section does not require unauthorized duplication of copyrighted materials.

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**10 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT**

- 10.1 The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or subconsultants assigned to the Services as contemplated at the time of executing this Agreement.
- 10.2 The Consultant shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.

**11 INDEMNIFICATION**

- 11.1 The Consultant shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

**12 INSURANCE**

- 12.1 General Liability Coverage: Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 12.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 12.3 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 12.4 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the services hereunder. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 12.5 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 13.1 and 13.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 12.6 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of Services under this Agreement.

**13 MISCELLANEOUS TERMS AND CONDITIONS**

- 13.1 Prohibited Interests: Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 13.2 Independent Contractor: The Parties acknowledge and agree that Consultant is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Consultant also agrees that, as an independent contractor, Consultant assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Consultant hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 13.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 13.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of

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its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.

- 13.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof, No term in or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 13.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 13.7 Findings for Recovery: Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 13.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.

13.9 County Policies: The Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing Services under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Consultant to comply with this Subsection. Copies of applicable policies are available upon request or online at <https://humanresources.co.delaware.oh.us/policies/>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.

- 13.10 Drug-Free Workplace: The Consultant agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Consultant shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 13.11 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates. Contractor further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry. Contractor further certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

Vote on Motion                      Mr. Benton   Aye                      Mrs. Lewis   Aye                      Mr. Merrell   Aye

32  
RESOLUTION NO. 25-885

IN THE MATTER OF APPROVING RIGHT-OF-WAY WORK PERMIT SUMMARY SHEET:

It was moved by Mr. Merrell, seconded by Mr. Benton, to approve the following work permits:

WHEREAS, the below requests to perform work within the right-of-way have been reviewed and approved by the Delaware County Engineer;

NOW, THEREFORE, BE IT RESOLVED that the following permits are hereby approved by the Board of

| PERMITS     | APPLICANT    | LOCATION          | TYPE OF WORK      |
|-------------|--------------|-------------------|-------------------|
| UT2025-0292 | SUBURBAN GAS | BERLIN FARMS WEST | GAS LINE          |
| UT2025-0293 | FRONTIER     | MULTIPLE RDS      | FIBER OPTIC CABLE |
| UT2025-0294 | AEP          | HOLLENBACK RD     | REPLACE POLES     |
| UT2025-0295 | AEP          | PIATT RD          | REPLACE POLES     |
| UT2025-0296 | VERIZON      | WORTHINGTON RD    | INSTALL POLE      |
| UT2025-0297 | VERIZON      | BIG WALNUT RD     | INSTALL POLE      |

**33**  
**RESOLUTION NO. 25-886**

|                     |                                                                                      |
|---------------------|--------------------------------------------------------------------------------------|
| Grant #             | O-BJA-2025-172466; 16.839                                                            |
| Source:             | US Department of Justice – Office of Justice Programs – Bureau of Justice Assistance |
| Grant Period:       | October 1, 2025 – October 1, 2027                                                    |
| Grant Amount:       | \$1,000,000.00                                                                       |
| Local Match:        | <u>0.00</u>                                                                          |
| Total Grant Amount: | \$1,000,000.00                                                                       |

**34**  
**10:00 A.M. WILLIAM MURDOCK, EXECUTIVE DIRECTOR, JOSEPH GARRITY, SENIOR**  
**DIRECTOR OF GOVERNMENT AFFAIRS & COMMUNITY RELATIONS EILEEN LEUBY,**  
**MEMBERSHIP SERVICES OFFICER**

**Commissioner Merrell** – attended a CORSA Retreat last week. He also attended an Entrepreneurial Competition at OWU.

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**Commissioner Benton** – also attended the competition at OWU. He attended a retirement party for Janet Davis, a Legislative meeting and a CCAO Meeting.

**Commissioner Lewis** – Nothing to report.

37  
**RESOLUTION NO. 25-887**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT, DISCIPLINE, PROMOTION AND COMPENSATION OF A PUBLIC EMPLOYEE OR A PUBLIC OFFICIAL, FOR PENDING OR IMMINENT LITIGATION AND FOR COLLECTIVE BATGAINING:**

It was moved by Mr. Merrell, seconded by Mr. Benton, to approve the following:

WHEREAS, pursuant to section 121.22(G) of the Revised Code, a public body may hold an executive session only after a majority of a quorum of the public body determines, by a roll call vote, to hold an executive session and only at a regular or special meeting for the sole purpose of the consideration of any of the matters specified in section 121.22(G)(1)–(7) of the Revised Code; and

WHEREAS, pursuant to section 121.22(G)(8) of the Revised Code, a public body may hold an executive session to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance, provided that both of the following conditions apply:

- (1) The information is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70, 5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project; and
- (2) A unanimous quorum of the public body determines, by a roll call vote, that the executive session is necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the economic development project;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio:

Section 1. The Board hereby adjourns into executive session for consideration of Employment, Discipline, Promotion and Compensation of a Public Employee or a Public Official, for Pending or Imminent Litigation and for Collective Bargaining.

Vote on Motion                      Mrs. Lewis   Aye                      Mr. Merrell   Aye                      Mr. Benton   Aye

38  
**RESOLUTION NO. 25-888**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

It was moved by Mr. Benton, seconded by Mr. Merrell, to adjourn out of Executive Session.

Vote on Motion                      Mr. Benton   Aye                      Mrs. Lewis   Aye                      Mr. Merrell   Aye

There being no further business, the meeting adjourned.

\_\_\_\_\_  
Jeff Benton

\_\_\_\_\_  
Barb Lewis

\_\_\_\_\_  
Gary Merrell